

Exhibit A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

**JONATHAN VILLAREAL,
individually and derivatively on behalf of
ZROBLACK LLC,
Plaintiff,**

v.

**JOHN SAENZ; MIGUEL VILLAREAL,
JR.; and GUNN, LEE & CAVE, P.C.,
Defendants.**

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No. 5:20-CV-00571-OG

AFFIDAVIT OF JOHN SAENZ

STATE OF TEXAS

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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared JOHN SAENZ,
who, being by me duly sworn, deposed and testified as follows:

1. “My name is John Saenz. I am over eighteen years old, I am of sound mind and am fully competent and capable of making this Affidavit. I have never been convicted of a felony or other offense involving moral turpitude. The facts stated within this affidavit are within my personal knowledge and are true and correct.
2. I earned a Bachelor’s of Business Administration degree from the University of Texas – Rio Grande Valley in December 1997. I majored in marketing.
3. Thereafter, I worked for several financial institutions as a credit manager and branch manager. Following the widespread defaults on consolidated mortgage-backed securities in 2008, I left the home lending market and became a certified financial advisor. I then worked as an independent financial advisor until 2018 when I sold my practice and had the opportunity to form ZroBlack, LLC (“ZroBlack”). Prior to my time with ZroBlack, my business experience included finances and marketing, as well as more than 20 years of face-to-face business and client counseling and negotiation.
4. In 2019, I started ZroBlack with Jonathan Villareal (“Villareal”), the plaintiff in Cause No. 5:20-CV-00571-OG; *Villareal v. Saenz, et al.*; pending before the United States District Court, Western District of Texas, San Antonio Division (the “Lawsuit”). Villareal and I created ZroBlack for the purpose of marketing and monetizing certain technology developed by Villareal. Until my departure from

ZroBlack in August 2019, Villareal and I each owned a fifty percent interest in ZroBlack.

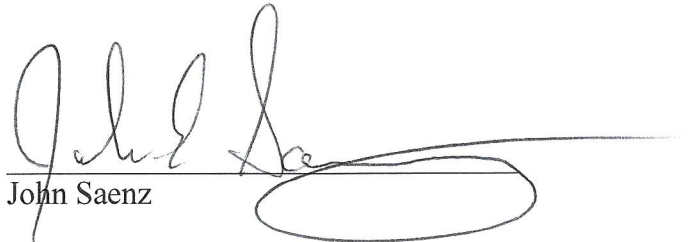
5. During my time with ZroBlack, my involvement was purely on the business side of the company, including marketing and finance, as that is the area in which I have focused my career and have considerable experience. Specifically, my role was to manage the company from an organizational and financial perspective, not to provide any technical analysis or technical services, which were the responsibility of Villareal.
6. Consistent with my marketing degree and experience, I negotiated, closed, and signed ZroBlack's agreement with the Foreign Customer, with whom Villareal had previously attempted to negotiate unsuccessfully prior to my involvement and prior to the formation of ZroBlack. Unlike Villareal, whose background is in computer science, my business experience resulted in ZroBlack consummating its agreement with the Foreign Customer.
7. Upon ZroBlack's receipt of the initial payment of \$1.5 million from the Foreign Customer, ZroBlack provided both Villareal and me with a distribution of \$740,000 consistent with our equal interest in ZroBlack. The remaining \$20,000 remained in ZroBlack's account for operating capital (though, at the time, ZroBlack had no employees or rent and very little overhead or expenses).
8. Following the transaction with the Foreign Customer, and while I was a member of ZroBlack, I did not attempt to market, license, sell, or use any technology of ZroBlack due to the rights of the Foreign Customer to that technology under the agreement with ZroBlack. As there was no other technology in ZroBlack to market at that time, I had no other technology to market, license, sell, or use on behalf of ZroBlack following the transaction with the Foreign Customer. Following my departure from ZroBlack, I never attempted to market, license, sell, or use any technology of ZroBlack at any time.
9. Given that my background is purely in business and finance, I have no training or experience in writing or interpreting computer code. I have never formally or informally studied computer programming, do not know how to write computer code or otherwise use programming software, and I have never interpreted code and do not understand how the code writing or interpreting process works. I have never taken any coding classes.
10. Specifically, I have never worked with code or software that would allow me, or anyone else, to remotely access any personal, confidential, or proprietary data or information stored on an electronic device. As such, I have never, to my knowledge, had any access to, written, used or altered any of the computer code or programming software of ZroBlack, which I understand to have always been in the sole possession of Villareal. To the best of my knowledge, I am not and have

never been in possession of any proprietary computer code, programming software, hardware schematics, or hardware drawings of ZroBlack.

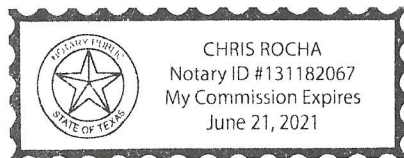
11. I have been in continuous possession of the subject laptop computer (a 15-inch Apple MacBook Pro) referenced in Villareal's First Amended Verified Complaint and First Amended Application for Seizure, Temporary Restraining Order, Preliminary Injunction, and Permanent Injunctive Relief (the "Computer") since it was initially purchased. The Computer is a 15-inch Apple MacBook Pro identified as part number MR94LL/a, serial number C02YF1Y9JG5J.
12. Since the Computer was purchased, I have used it for my own personal use with Villareal's knowledge. To my knowledge, Villareal has never possessed or used the Computer for ZroBlack's business or otherwise. Among other files, the Computer contains my family photos, my resume, and even my children's homework. As such, at all relevant times, the Computer has been treated as my personal laptop rather than ZroBlack's property.
13. I have never installed any code writing or other programming software on the Computer, downloaded any proprietary code or programming software of ZroBlack onto the Computer, or even attempted to write code on the Computer utilizing any factory-installed programming software, nor do I have any knowledge of Villareal or anyone else doing any of the foregoing on the Computer. I have never accessed, used or disclosed, and am not capable of using or manipulating, any software, hardware schematics, and hardware drawings related to ZroBlack's business.
14. After a diligent search, including that performed by a forensic analyst, my understanding is that there is no proprietary computer code or programming software of ZroBlack, or any other computer code, data or trade secrets capable of accessing an electronic device for the purpose of wiping its data, copying data, or recovering deleted data, on the Computer, nor has there ever been. Moreover, even if any such code, programming software or trade secrets were located on the Computer, I would not know how to recognize, access, use or alter the same, and I have not done so.
15. On or about May 16, 2017, long before the formation of ZroBlack, I created a personal GoDaddy account to register and host various websites related to ongoing or potential business ventures, none of which were related to Villareal or ZroBlack. That GoDaddy account has always been a personal account and has never been owned by ZroBlack or Villareal. Later, and prior to the time ZroBlack was formed, I created the zroblack.com domain (as well as the zrodark.com domain) and added it to my existing GoDaddy account that contains other domains and websites that predate ZroBlack and are not related to ZroBlack. In addition, prior to the time ZroBlack was formed, I purchased Microsoft 365 Email Essentials from GoDaddy and added that email subscription to the zroblack.com domain under my existing GoDaddy account.

16. Prior to my departure from ZroBlack, Villareal represented to me that he no longer needed access to the zroblack.com email or website due at least in part to ZroBlack no longer needing to market its technology in light of the Foreign Customer's rights to the same. Later, when Villareal changed his mind, I informed Villareal that he or ZroBlack could create a GoDaddy account and then request a transfer of the zroblack.com email and website to that account. Villareal refused, and instead demanded that I turn over to him my entire existing GoDaddy account, which contains information and credentials for domains that are irrelevant to ZroBlack or Villareal.
17. Alternatively, at any time, Villareal or ZroBlack could have acquired, and still could acquire, an account with a number of hosting companies in order to create a website and email subscription for ZroBlack's business. Villareal has made no effort to do so to my knowledge. Regardless, at the time of my departure, ZroBlack's business had been devoted solely to a single client (Foreign Customer) who was already under contract and had rights to ZroBlack's technology. Therefore, the existing website was merely informational and was never critical to ZroBlack's business.
18. I have never taken any action with regard to ZroBlack's DUNS account or administrator credentials since the Release was executed. I did thereafter contact Dun & Bradstreet to verify what steps would need to be taken to change the company's administrator on the account for ZroBlack and learned that Villareal, as the sole member of ZroBlack following the Release, could unilaterally update the account without my involvement by verifying basic corporate information. I have never taken any action to prevent Villareal or anyone with ZroBlack from updating ZroBlack's DUNS account accordingly.
19. In connection with my separation from ZroBlack and the Release that Villareal and I executed, Villareal and ZroBlack never demanded or requested that I turn over the \$740,000 distribution, the Computer, any domain credentials (email or webpage), any DUNS information, or any other information or data that is the subject of this Lawsuit.

FURTHER AFFIANT SAYETH NOT.


John Saenz

SWORN TO AND SUBSCRIBED before me on the ^{on}~~3rd~~ 4th day of February 2021.





Notary Public, State of Texas